



## **AGENDA**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Gilbert Garcia, Council Member**

**Minerva Pineda, Council Member**

**Josie Cervantes, Council Member**

**WEDNESDAY, MAY 10, 2017 - 6:30 P.M.**

**Orange Cove Council Chambers**

**633 6<sup>th</sup> Street, Orange Cove, California 93646**

**A. Call to Order/Welcome**

Roll Call  
Invocation  
Flag Salute

**B. Confirmation of Agenda**

**C. Presentation**

1. Presentation by Manuel Ferreira regarding the usage of Eaton Park for the Memorial Day Services on May 29, 2017
2. Presentation by Mr. John Chavez Knights of Columbus regarding the scholarship winners
3. Presentation by Mr. Eli Cruz President of D.E.C.D.R.C. regarding Diabetes Education
4. Presentation by Angel Durazo, Principal of Orange Cove High School, regarding Titan Towers and Culinary Arts Students

**D. Consent Calendar**

5. City Council Minutes of April 12, 2017

4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

**ENFORCEMENT OF DECORUM RULES**  
(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the City council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the Mayor if the majority of the Council believes the Mayor or other presiding officer is not applying the rules of decorum appropriately.

**FIRST AMENDMENT  
FOCAS (Friends of Orange Cove Animal Shelter) AGREEMENT**

This First Amendment to the agreement (“Agreement”), is made and entered into this 1<sup>st</sup> day of July, 2017 (“Effective Date”) by and between the City of Orange Cove, a municipal corporation, (“City”) and FOCAS (Friends of Orange Cove Animal Shelter)

**I. RECITALS**

**WHEREAS**, on January 1, 2016, the City and FOCAS (Friends of Orange Cove Animal Shelter) entered into the Agreement for the use of the property commonly known as the Orange Cove Animal Shelter which is located at 808 2<sup>nd</sup> Street, Orange Cove, California 93646 (“PROPERTY”); and

**WHEREAS**, the City desires to amend the Agreement to modify to allow FOCAS (Friends of Orange Cove Animal Shelter) to continue to utilize the PROPERTY, and to provide for certain ongoing Animal Services as agreed in the original contract entered on January 1, 2016; and

**WHEREAS**, the City and FOCAS (Friends of Orange Cove Animal Shelter) desire to enter into this First Amendment to the Agreement and have agreed to amend the following: as set forth below.

**II. AMENDMENT**

**WHEREAS**, the City of Orange Cove will add an additional amount of funding for insuring the Van (identified as VIN 1FbSS31S11HB3804 and License No. 1097850) with the understanding that FOCAS will provide proof of cost of insurance to the City of Orange Cove and insurance will be named under the FOCAS Organization;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**TERM**

1.2 Term. The term of this AGREEMENT shall be for a period of one (1) year from July 1, 2017 to June 30, 2018. The AGREEMENT may also be extended for an additional period by mutual written AGREEMENT of the parties unless sooner terminated pursuant to the terms of this AGREEMENT.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

**“CITY”**  
**City of Orange Cove**

**“FOCAS”**  
**Friends of Orange Cove Animal Shelter**

By: \_\_\_\_\_  
Samuel Escobar, City Manager

By: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
June Bracamontes, City Clerk

**Approved as to form:**

By \_\_\_\_\_  
Dan McCloskey, City Attorney

## AGREEMENT

This Agreement ("Agreement") effective on this 1<sup>st</sup> day of January, 2016 is entered between Friends of Orange Cove Animal Shelter ("FOCAS"), a California non-profit corporation, and the City of Orange Cove ("Orange Cove"), a California general law city, as follows:

### RECITALS

WHEREAS, Orange Cove enforces animal regulations within its' jurisdiction and has a desire to develop a relationship with an appropriate organization to humanely dispose of abandoned, unclaimed, or forced release (court or administrative order) animals (collectively "abandoned") currently managed and held by Orange Cove Public Works Department; and,

WHEREAS, Orange Cove is seeking to transition certain animal control services and obligations to an appropriate agency; and

WHEREAS, FOCAS' mission is to humanely care for unwanted dogs and adopt them out and FOCAS desires to operate a shelter for dogs in Orange Cove and provided those services currently being provided by Orange Cove; and

WHEREAS, Orange Cove and FOCAS desire to enter into a formal arrangement by which FOCAS will accept abandoned dogs from Orange Cove and FOCAS will provide for disposition of the dogs in accordance with state law and humane standards, and

WHEREAS, FOCAS represents that it has the necessary experience and qualifications to accept and dispose of abandoned dogs as set forth herein and that it is familiar with Federal, State, and Orange Cove laws and regulations related to abandoned dogs.

NOW, THEREFORE, for the consideration set forth herein, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct.
2. **Injured Dogs:** Any dog that is found by Orange Cove with a severe injury will be taken by Orange Cove to a designated veterinarian for evaluation, treatment, and/or disposition. When the dog is released by the veterinarian, FOCAS will accept the animal and take possession of the dog from the veterinarian.
3. **Acceptance of abandoned dogs:** FOCAS shall accept all dogs delivered by Orange Cove to the shelter, except owner surrenders. FOCAS shall hold the dogs for the legal four (4) days and attempt to find the registered owner of each dog. Once the abandoned dogs are delivered to FOCAS, the dogs shall become the property of FOCAS, subject to the requirements of the law and of this Agreement. FOCAS will become responsible for any medical care and any fiscal cost of the dogs, even during the initial four (4) day holding period.
4. **Responsibilities of FOCAS:** FOCAS shall be responsible for the following:

- a. Shelter animals consistent with State and local laws and regulations.
  - b. Maintain kennels and animal shelter facilities in a humane and sanitary condition at all times.
  - c. Maintain shelter hours twenty-four (24) hour per day seven (7) days per week for the feeding and care of abandoned dogs.
  - d. Maintain voice messaging services for public inquiries during non-operational hours.
  - e. Vaccinate impounded animals against common communicable diseases as needed.
  - f. Quarantine and monitor animals in accordance with State and local regulations.
  - g. Provide or arrange for emergency medical care to sick and injured animals that are within FOCAS care.
  - h. Employ and enlist qualified officials, officers, employees, agents, and volunteers to perform work for FOCAS.
  - i. Adopt and practice personnel rules that conform to Federal, State, and local laws and regulations.
  - j. Ensure all FOCAS officials, officers, employees, agents, and volunteers deliver exceptional customer services and perform work with courtesy, integrity, and respect. All complaints shall be handled with diplomacy and be addressed promptly.
  - k. Submit statistical and narrative activity reports to Orange Cove on a monthly basis, on or before the fifteenth (15<sup>th</sup>) day for the preceding month. Reports shall include the following information and be presented in a format acceptable to Orange Cove:
    - i. Number of dogs received.
    - ii. Number of dogs adopted by individuals or transferred to other shelters or organizations.
    - iii. Description of any other disposition of dogs.
    - iv. Number of dogs requiring medical treatment, quarantine, or vaccinations.
    - v. Records of any other disposition of dogs.
    - vi. Other related information that Orange Cove may request, provided individual privacy rights are respected.
5. **Term of Agreement, Breach, and Termination:** The initial term of this Agreement shall be from January 1, 2016, to June 30, 2017. Subject to the terms of this paragraph relating to changes in compensation or other terms of the Agreement, on the expiration of this initial term, this Agreement shall automatically renew for successive one (1) year periods, unless either party elects not to renew the Agreement by providing at least sixty (60) days written notice to the other party prior to the expiration of the initial term or any successive one (1) year term. Further, any change in compensation or any other term of this Agreement must be proposed by the party seeking that change, in writing, at least sixty (60) days prior to the expiration of the initial term or any successive term, and unless the parties agree to a change, either as proposed or as negotiated between the parties, prior to the expiration of the initial or any successive term, this Agreement shall not automatically renew for any successive one (1) year period and shall, instead, expire.

Either party may terminate this Agreement for a material breach if the breach is not cured within fifteen (15) days after written notice of the breach. If Orange Cove terminates this Agreement for a material breach, no further compensation shall be due FOCAS. Orange Cove and FOCAS may also pursue any available judicial remedy to enforce the terms of this Agreement.

6. **Compensation:** In consideration for FOCAS accepting abandoned dogs from Orange Cove and performing responsibilities under this Agreement, Orange Cove agrees to pay Thirty Thousand Dollars (\$30,000.00) annually, payable in twelve (12) equal monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) each month. Orange Cove shall pay FOCAS no later than the 5<sup>th</sup> of each month. The compensation set forth in this section is the sole compensation due FOCAS from Orange Cove.

In addition to compensation:

- a) Orange Cove agrees to allow FOCAS to operate the Shelter currently located on Orange Cove property and will provide access to all FOCAS employees and volunteers during normal business hours, including weekends, and access to all FOCAS board members twenty-four (24) hour per day seven (7) days per week.
  - b) Orange Cove will continue to provide maintenance of the shelter building, including electrical and plumbing repair;
  - c) Orange Cove will provide sewer back up services;
  - d) Orange Cove will maintain property insurance on the building;
  - e) Orange Cove will pay the utilities for the property;
  - f) Orange Cove will provide grant writing resources, utilizing the Cities Grant Writers for animal control, and shelter grants.
7. **Diligent Performance of Obligations:** FOCAS shall be responsible for the diligent performance of all its obligations described in this Agreement. FOCAS shall furnish and supply all personnel, labor, supervision, equipment, and supplies necessary to meeting its obligations under this Agreement. Orange Cove shall have the right to visit and inspect equipment, supplies, and facilities used by FOCAS.
8. **Compliance with Laws:** FOCAS shall, at its sole cost and expense, comply with all the requirements of municipal, state and federal laws and regulations now in effect or which may hereafter be in effect related to this Agreement.
9. **Indemnification:** FOCAS, to the extent permitted by law, agrees to indemnify, defend, and hold harmless Orange Cove, its officers, agents and employees from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons in any manner arising out of, related to, or in connection with the following:
- a. Any personal injuries, property damage, or death that FOCAS, its officials, officers,

- employees, agents, and volunteers, may sustain while performing its obligations under this Agreement.
- b. Any claim of liability arising out of the negligence or any acts or omissions of FOCAS, its officials, officers, employees, agents, and volunteers, in the performance of this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to Orange Cove.
  - c. The death or destruction of any animal delivered to FOCAS, its officials, officers, employees, agents, and volunteers.
  - d. The performance of any activities under this Agreement.
10. **Independent Contractor and Non-Profit Status:** FOCAS is an independent contractor and no agency or employment relationship is created by the execution of this Agreement. During the term of this Agreement, FOCAS agrees to maintain on file with Orange Cove a valid and current copy of its letter of determination verifying California non-profit corporation status.
11. **Insurance:** At all times during the term of this Agreement, FOCAS shall maintain at its sole cost and expense liability insurance against claims for injuries to animals, persons, and for operation of FOCAS facilities, and in sufficient amounts and such terms as necessary to meet FOCAS Indemnity obligations set forth in section 8 of this Agreement. The minimum amount of liability insurance shall be One Million Dollars (\$1,000,000.00). FOCAS shall provide proof of insurance upon execution of this Agreement.
12. **Confidentiality:** All information received by FOCAS from Orange Cove that is exempted from disclosure under the Public Records Act shall be considered confidential, as will information clearly marked "confidential". FOCAS shall refrain from disclosing or selling such confidential information to anyone.
13. **Records and Auditing:** FOCAS agrees that Orange Cove's designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. FOCAS agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours or upon forty-eight (48) hours' notice and to allow interviews of any personnel who might reasonably have information related to such records.
14. **Disputes:** FOCAS and Orange Cove agree to try and informally resolve any disputes arising out of this Agreement. If disputes cannot be informally resolved within thirty (30) days of arising, the parties agree to mediate the dispute before filing litigation. The parties shall share equally in the costs of such mediation. Venue for litigation will be the County of Fresno. The prevailing party in any dispute arising out of this Agreement shall be entitled to an award of attorney's fees and costs.
15. **Notices:** Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail postage prepaid and addressed to:



Friends of Orange Cove Animal Shelter  
ATTN: President  
c/o Jolie Wiggins  
850 E Hampton Way  
Fresno, CA 93704

City of Orange Cove  
ATTN: City Manager  
Samuel A. Escobar  
633 Sixth Street  
Orange Cove, CA 93646

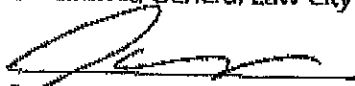
Provisions of this section do not preclude any notices being delivered in person to the address or individuals shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

16. **Entire Agreement; Authority to Execute.** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter thereof and supersedes any and all prior and contemporaneous oral and/or written agreements and understandings of the parties. No express or implied representations, warranties or inducements have been made by any party to any other party except as set forth in this Agreement. This Agreement may not be modified, amended or supplemented except in writing signed by both Orange Cove and FOCAS.

The signatories to this Agreement represent that they have the authority to execute this Agreement and that their respective governing bodies have approved this Agreement. Minutes reflecting the approvals are attached as Exhibit A. The Articles of Incorporation and Bylaws for FOCAS are attached as Exhibit B.

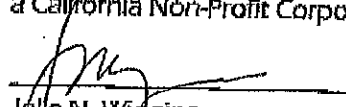
IN WITNESS WHEREOF, Orange Cove and FOCAS have executed this Agreement on the date(s) set forth below.

CITY OF ORANGE COVE  
a California General Law City

  
Samuel A. Escobar  
City Manager

Dated: 1/11/16, 2016

FRIENDS OF ORANGE COVE ANIMAL SHELTER  
a California Non-Profit Corporation

  
Jolie N. Wiggins  
President

Dated: 1-15, 2016



## MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem  
Minerva Pineda, Council Member

Gilbert Garcia, Council Member  
Josie Cervantes, Council Member

WEDNESDAY, APRIL 12, 2017 - 6:30 P.M.  
Orange Cove Council Chambers  
633 6<sup>th</sup> Street, Orange Cove, California 93646

### A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez  
Mayor Pro Tem Diana Guerra Silva (absent)  
Councilmember Gilbert Garcia  
Councilmember Minerva Pineda  
Councilmember Josie Cervantes (left meeting at 8:15pm)

STAFF PRESENT: City Manager Samuel A. Escobar  
City Attorney, Dan McCloskey  
Police Chief, Marty Rivera  
City Clerk June V. Bracamontes

### B. Confirmation of Agenda

No changes. Items #13 and #14 are the same subject matter.

### C. Presentation

1. Presentation by Karen Saucedo, Senior Housing Specialist – Rehab, update report on the Self Help Program in Orange Cove

Karen Saucedo, Senior Housing Specialist-Rehab presented to Council the update on the Self Help Program in Orange Cove as follows:

1. The Home Program Overview
2. Grant Award

3. First-Time Homebuyer Program
4. Owner-occupied Rehabilitation Program
5. Grant Administration
6. Update on Progress

#### **D. Consent Calendar**

2. Special City Council Minutes of March 21, 2017
3. Special City Council Minutes of April 4, 2017

**Upon the motion by Councilman Garcia and seconded by Councilwoman Pineda, Council approved the Consent Calendar as presented. (Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Silva)**

#### **E. Administration**

##### **City Engineer:**

4. **SUBJECT:** Consideration and Discussion regarding the Debt Management Policy for the City of Orange Cove

**Recommendation:** Council to consider adopting Resolution No. 2017-11 Establishing the City of Orange Cove Debt Management Policy

**Upon the motion by Councilman Garcia and seconded by Councilwoman Pineda, Council approved adopting Resolution No. 2017-11 Establishing the City of Orange Cove Debt Management Policy(Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Silva)**

5. **SUBJECT:** Consideration and regarding Proposal from Carollo Engineers to prepare application to State Water Board for Water Supply Reliability Study

**Recommendation:** Council to consider approving the Proposal from Carollo Engineers to prepare application to State Water Board for Water Supply Reliability Study

Regarding the Water issue, the odor Irene Alvarado lack of communication water issue future need to prioritize the city needs to give 100% Very disappointed. This water issue deserve answers and why did it happen.

Esther Gonzalez resident of Orange Cove stated that she concurs with Ms. Irene Alvarado. The letter came out this week and the issue happened a couple of weeks ago. Council should have stepped up water is full of sulfate.

Mayor Lopez met with a resident regarding the water issue and in front of them drank a big glass of water.

Mayor indicated that he immediately called a meeting with staff to go over the issue and that's why a letter was sent out to all resident to let them know that the water is safe to drink. Mayor indicated that he talked to Mr. Mario Santoyo who use to work for Friant and he too said the water is drinkable.

City Attorney announced that the water is in compliance and is drinkable.

Councilmember Garcia stated should have acted faster and that he did not receive a letter. The City dropped the ball.

**Upon the motion by Councilman Garcia and seconded by Mayor Lopez, Council approved the Proposal from Carollo Engineers to prepare application to State Water Board for Water Supply Reliability Study (Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Silva)**

6. Consideration and Discussion regarding the Fixture Retrofit Project Guideline Modifications

**Recommendation:** Council to review and approve the Water-Energy Grant 2015 Fixture Rebate Program Modifications, and instruct staff to submit for approval by California Department of Water Resources.

**Upon the motion by Councilwoman Cervantes and seconded by Councilman Garcia, Council approved the Water-Energy Grant 2015 Fixture Rebate Program Modifications, and instruct staff to submit for approval by California Department of Water Resources and to open the program to rental units. (Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Silva)**

### Chief of Police

7. **SUBJECT:** Monthly Activity Report.

**Recommendation:** Informational Item Only.

Police Chief Marty Rivera presented the Monthly Statistics for the month of March 2017.

**Building Official:**

- 8. SUBJECT:** Consideration and Discussion regarding the Property Development Activity in the City of Orange Cove

**Recommendation:** Informational Item Only

Mr. Ray Hoak, Building Official for the City of Orange Cove presented the Property Department Activity from April 12, 2016 through April 12, 2017 as follows:

- \*Monte Vista Estates
- \*Joe Serna
- \*Stormax Mini Storage
- \*Auto Zone
- \*O'Reillys Auto Parts
- \*Dollar Tree
- \*Amaya Village Apartments
- \*Planning Projects - Dollar General
- \*Water-Energy Grant Fixture Rebate Program
- \*Code Enforcement

- 9. SUBJECT:** Consideration and Discussion regarding the introduction and first reading of Ordinance 381 Amending Title 15, Chapter 15.04 of the Orange Cove Municipal Code relating to Building and Construction Codes

**Recommendation:** Council to approve the Introduction and first reading of Ordinance 381 Amending Title 15, Chapter 15.04 of the Orange Cove Municipal Code relating to Building and Construction Codes by title only waive full reading

**Upon the motion by Councilman Garcia and seconded by Councilwoman Pineda, Council approved the Introduction and first reading of Ordinance 381 Amending Title 15, Chapter 15.04 of the Orange Cove Municipal Code relating to Building and Construction Codes by title only waive full reading(Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Cervantes and Silva)**

**City Manager:**

- 10.SUBJECT:** Consideration and Discussion regarding the Walter Entertainment, Inc. Circus in the City of Orange Cove

**Recommendation:** Council to consider approving the Application by Walter Entertainment for a Circus in Orange Cove from April 27 to May 1, 2017

**Upon the motion by Councilman Garcia and seconded by Councilwoman Pineda, Council approve the Application by Walter Entertainment for a Circus in Orange Cove from April 27 to May 1, 2017 (Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Cervantes and Silva)**

**11.SUBJECT:** Consideration and Discussion regarding the Housing Successor Agency Annual Report for Fiscal Year 2015-2016

**Recommendation:** Staff recommends approval to receive and file the Housing Successor Agency Annual Report for Fiscal Year 2015-2016

**Upon the motion by Councilman Garcia and seconded by Councilwoman Pineda, Council approve to receive and file the Housing Successor Agency Annual Report for Fiscal Year 2015-2016 (Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Cervantes and Silva)**

**12.SUBJECT:** VSP mobile eye Clinic in the City of Orange Cove on May 12, 2017.

**Recommendation:** Council to consider approving the VSP mobile eye Clinic in Orange Cove and to park the mobile unit at the City Hall Parking lot requested by Ana Jovel Melendez, District Director, Office of Assembly member Joaquin Arambula

**Upon the motion by Councilman Garcia and seconded by Councilwoman Pineda, Council approved the VSP mobile eye Clinic in Orange Cove and to park the mobile unit at the City Hall Parking lot requested by Ana Jovel Melendez, District Director, Office of Assembly member Joaquin Arambula (Yes Vote: Lopez, Garcia, Pineda and Cervantes)(Absent: Cervantes and Silva)**

**13.SUBJECT:** Consideration and Discussion regarding AB 1230 Small Business Development Center Program Act

**Recommendation:** Council to consider approving a letter of support for AB 1230 1230 Small Business Development Center Program Act requested by Mike Dozier, Executive Director from Fresno State

**Upon the motion by Councilman Garcia and seconded by Councilwoman Pineda, Council approved for Mayor Lopez to sign the letter of support for**

**AB 1230 Small Business Development Center Program Act requested by Mike Dozier, Executive Director from Fresno State.**

**14. SUBJECT:** Spring Clean Up April 29, 2017

**Recommendation:** Informational Item Only

City Manager presented to Council a reminder that the Spring Clean Up Day is scheduled on April 29, 2017.

**Mayor and City Councilmembers:**

**15. SUBJECT:** Consideration and Discussion regarding Animal Control

**Recommendation:** Update report on the Animal Control and give Staff direction

City Manager gave an update report on the FOCUS non-profit organization and their role with the care of the animals and the role of the City Animal Control program in place. Will be looking for grants for spade and neuter.

Mayor stated there are a lot of dogs in the city running around and will need to take care of this matter.

Councilman Garcia stated that there are dogs in the kennel that have been there for over a year or more.

**Public Forum**

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

**None**

**F. City Manager's Report**

City Manager presented to Council the following items discussed during Staff Meetings:

\*Water Planning Grant Feasibility

- \*Working with KCUSD proposed elementary school located on Monson and South Avenue.
- \*Public Works Asbestos Pipes
- \*Fence repair and painting at the Community Center
- \*Proposing in buying another lawn mower
- \*2 public works employees training for Tranquilizer
- \*Working the weeds, finally received the Sprayer
- \*Set up for the Easter Event

**G. City Attorney's Report**

No report.

**H. City Council Communications**

**Councilman Gilbert Garcia:**

Attended the Orange Cove Blossom Festival/Parade along with Councilwoman Pineda very well attended.

**Councilwoman Minerva Pineda:**

Attended the Orange Cove Blossom Festival/Parade more people this year very good event.

**Mayor Victor P. Lopez:**

Mayor was invited to speak in Madera for the Farmworkers and 2,000 people attended. Discussion regarding immigration.

Invited to attend a forum with Supervisor Buddy Mendez on Channel 26.

JPA Meeting on Friday meeting with Senator Feinstein on April 17, 2017 in San Francisco.

Mayor was honored at the Orange Cove High School Ring ceremony and was honored with a beautiful ring.

Mayor spoke on the water issue and the people who spoke tonight badly Mouthed Staff and Council very disrespectful.

**I. Adjournment**

Mayor Lopez adjourned the City Council meeting at 8:40 p.m.

RESPECTFULLY SUBMITTED:

DATED: \_\_\_\_\_

ACTION: \_\_\_\_\_

\_\_\_\_\_  
June V. Bracamontes, City Clerk



# Proposal

## W & E ELECTRICAL SERVICE

Kevin Thomas  
OROSI, CALIFORNIA

No Job Too Large or Too We  
PH. (559)528-3866 FAX (559)528-4066

A California Corporation  
Contractor's License #408779

12686 Avenue 416  
Orosi, CA 93647

Proposal Submitted To	CITY OF ORANGE COVE	Phone	647-6016	3/17/17
Address	602 2 <sup>ND</sup> STREET	Job Name	WATER TREATMENT LIGHTING	
City, State, Zip	ORANGE COVE, CA. 93646	Job Location	SAME	
Attention	MR. DAVID LOPEZ	Job Phone		

We hereby submit specifications and estimates for:

**RE: ESTIMATE TO REPLACE LIGHTING WITH LED AND CHANGE SWITCHING.**

1. REPLACE 14 - 1000 WATT HID FIXTURES WITH ARLUX FLB240LT5M50KKB LED FIXTURES.
2. REPLACE 1 - 400 WATT HID WITH ARLUX FLB120LT5M50KKB LED FIXTURE.
3. REPLACE 2 POST TOP MOUNT FIXTURES WITH RAB ALED5S50/D10 LED FIXTURES
4. INSTALL PHOTO CELL AND CONTACTOR FOR POST TOP MOUNT FIXTURES. 400 WATT FIXTURE FEEDS FROM OTHER SOURCE AND HAS IT'S OWN P/C.
5. REMOVE TIME CLOCK AND REWIRE REMAINING FIXTURES STRAIGHT TO BREAKERS.
6. ANY ADDITIONAL WIRING REQUIRED TO MAKE FIXTURE FUNCTIONAL SHALL BE CHARGED AS AN EXTRA.
7. PRE-VAILING WAGES HAVE BEEN INCLUDED.
8. ALL TERRAIN LIFT IS INCLUDED.

**UTILITY CO. COSTS, PERMIT FEES AND PLAN WORK ARE NOT INCLUDED IN THIS ESTIMATE.**

TERMS: NET 30 DAYS. A FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% will be charged on past due accounts. This bill becomes due immediately if the purchaser suspends payment, removes, sells out, becomes insolvent or bankrupt, or is sued. It is agreed that the purchaser agrees to pay all collection costs and attorney fees and other costs in connection with the collecting of this account.

**WE Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

SEVENTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS----- dollars \$ 17,810.00

Payment to be made as follows: PROGRESS PAYMENTS PLUS FINAL PAYMENT DUE UPON COMPLETION

### OF ELECTRICAL WORK.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens' Compensation Insurance. All material furnished by W & E Electric remains the property of W & E ELECTRIC until paid in full, and can be removed at any time for non-payment.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

### Acceptance of Proposal — The above prices, specifications

And conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



3585 E. Date Avenue  
Fresno, CA 93725  
Office (559) 498-3017  
Fax (559) 498-0292  
www.lighthouseelec.com  
Lic# 871256  
PWC# 1000024650

Scope #L2212B  
4/24/2017

Mr. David Lopez  
Orange Cove WTP  
602 2nd Street  
Orange Cove, CA

Dear Mr. Lopez:

At this time Lighthouse Electrical Inc (LEI) is pleased to submit for your review and approval its scope to provide the site lighting upgrade.

### **I. Referenced Information**

- A. Site meeting on 03/14/17
- B. (Exhibit 1) Lighting submittals.

### **II. Scope of Proposal**

- A. Demo the existing pole mounted light fixtures
  1. 17 lights total.
- B. Replace existing lights with LEDs.
  1. F&I (14) Arrlux, 322W, PN FLB320-L-5000K-120/277-BLACK-BACK (Exhibit 1).
    - Each set of pole mounted lights will be manually controlled by their existing circuit breakers.
  2. F&I (3) Atlas, Power Flood, 190W, w/ Photocell, PN PFXL190LEDS-PC (Exhibit 1).
    - These lights will be controlled by fixture mounted photocells for dusk-dawn operation.
- C. Disconnect existing time clock.

### **III. Assumptions & Qualifications**

- A. LEI standard insurance will apply; the cost for additional insurance requirements will be in addition to this quote.
- B. This project quote is based on a regular schedule prevailing wage hours and does not include overtime.
- C. Any changes to the reference information after the acceptance of this quote will be considered a change order.
- D. The existing wires in the poles will be used. In the case where the existing wires cannot be used and will need to be replaced, this work will be considered a change order.
- E. It is assumed the existing wires and breakers are in good working condition. If there is a need to replace any of the existing wires or equipment, this will result in a change order and may delay the completion of this project.

- F. LEI will not be responsible for the disposal of the removed fixtures. These will be turned over to the city.

#### **IV. Not Provided**

- A. Any additional services or materials.
- B. Any standby time due to equipment malfunction, project scheduling, equipment or materials provided by others, etc. will be in addition to this quotation.
- C. Mounting, installation or commissioning of any sensors or instruments. LEI responsibility is limited to single point termination and electrical validation for these devices.
- D. Temporary Power.
- E. Any work which is not normally provided by a C-10 License holder.
- F. Connection to any other equipment or networks.
- G. The cost associated to expedite material deliveries.
- H. Permits and Fees.
- I. Professional Stamped Engineering requested for permits.
- J. Requested overtime.

*This document and the information contained within are considered the intellectual property of Lighthouse Electrical, Inc. and issued in strict confidence. It shall not be copied, reproduced or distributed without the express written permission of Lighthouse Electrical, Inc.*

We appreciate your interest in our organization and its abilities and look forward to working with you on this project. If you should have any questions or require any additional information, please do not hesitate to call.

Regards,



Noah Burgos



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# FIXED PRICE QUOTATION

FIXED PRICE QUOTATION # L2212B  
 4/24/2017

<b>Bill:</b> Orange Cove WTP 602 2nd Street Orange Cove, CA	<b>Ship:</b> Orange Cove WTP 602 2nd Street Orange Cove, CA
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Qty	Description	Unit Cost	Amount
1	Provide materials and services in accordance with Scope L2212B.		\$24,230
Payment Terms: 25% at acceptance (Net 5) 50% at arrival of material (Net 30) 25% at completion of scope items (Net 30)			<b>Lump-sum Total</b>  <b>\$24,230</b>

**Conditions:**

- This is a lump-sum fixed price quotation that includes any applicable sales tax.
- This offer shall expire 30 days from the date of proposal.
- All work will be performed M-F, 7am-3:30pm.
- Buyer requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of existing system will be in addition this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes, but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without LEI's written permission.

*This quotation constitutes an offer to sell which expressly limits acceptance to the Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. Subject to approval of Buyer's credit worthiness and return of this Agreement with Buyer's signature and Purchase Order number.*

<b>Buyer:</b> Orange Cove WTP 602 2nd Street Orange Cove, CA	By: _____ Date: _____ PO#: _____	<b>Seller:</b> Lighthouse Electrical Inc. 3585 E. Date Ave. Fresno, CA 93725	By: Date: 4/24/2017
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# Standard Terms and Conditions:

All sales of services or materials by Lighthouse Electrical Inc. (Seller) are subject to the following terms and conditions. Seller objects to any additional or different terms contained in any documentation (including, but not limited to purchase orders or acceptance letters) submitted by Buyer. No waiver or modification of these terms and conditions shall be binding on Seller unless authorized in writing by Seller.

**SCOPE.** Seller agrees to perform for the Buyer the services described in this document. Buyer acknowledges that Seller shall perform the services based upon information furnished to Seller by the Buyer, and Seller shall be entitled to rely upon such information as being accurate and complete. Seller will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

**CHANGE ORDERS.** If Buyer requests a change in the scope to be provided, Seller reserves the right to revise delivery schedules and make an equitable adjustment to the price. Any changes within the scope of services must be in writing and approved by both Seller and Buyer before implementation.

**PAYMENT TERMS.** Unless otherwise noted in this document, this offer is based upon standard industry terms of net 30. Net 45 & 60 terms are available at an increased cost.

**INSURANCE.** Unless otherwise stated in this Agreement, Seller's standard insurances will apply. If greater insurances are required, it will be at additional cost to the Buyer.

**TAXES.** Unless otherwise stated in this Agreement, Seller's prices do not include sales, use, or similar taxes.

**FREIGHT.** Unless otherwise stated in this Agreement, Seller's prices do not include crating or freight. Buyer shall bear the risk of loss or damage to any equipment at such time as said equipment leaves Seller's shop.

**SCHEDULING.** Any estimate of the time required to perform work listed in this Agreement is based upon a start date only after (a) approval of Buyer's credit worthiness and (b) return of Agreement with Buyer's signature and Purchase Order number. Buyer accepts that any timeline estimate given by Seller is only an estimate and is subject to change at any time without penalty to Seller.

**PAST DUE ACCOUNTS.** For the performance of the services, Buyer shall pay Seller in the manner and at the times herein specified in this Agreement. If Buyer's account becomes past due on any project that Buyer has with Seller, Seller reserves the right to stop work immediately on all projects for Buyer until all past due invoices are paid. Seller shall not be liable for any liquidated damages or other costs incurred by the Buyer as a result of Seller's stoppage of work due to non-payment. There will be a 1-1/2% per month finance charge for all invoices which are past due.

**CONTRACT TERMINATION.** Should the Buyer fail to comply with this Agreement as set forth herein, then Seller shall have the right, after giving five days written notice to the Buyer, to terminate this Agreement. Should the Buyer wish to cancel this agreement as set forth herein, then Buyer shall provide Seller 5 days written the notice. Upon termination of the Agreement by either party, the Buyer shall be obligated to pay Seller for all work executed and for any proven loss, cost or expense in connection with the work, plus any accrued finance charges resulting from late payment of invoices, through the date of termination. Additionally, upon termination of the Agreement by Buyer, Seller shall be entitled to a 5% cancellation fee based upon the initial contract price and added to any other charges presented to Buyer. Upon receipt of such payment in full, Seller shall release to the Buyer all materials, programming, and documentation completed to the date of termination of this Agreement.

**WARRANTY.** Seller's liability under this agreement shall be limited to re-performing only those deficient engineering or programming services which a) result from Seller's negligence or willful misconduct, and b) are reported in writing to Seller within one (1) year from date of completion of the services hereunder. Under no circumstances shall Seller be liable to Buyer for any consequential or incidental damages, including, but not limited to loss of use or loss of profit. Any change to Seller's design or programming by Buyer will void and nullify all warranty. Buyer agrees to pay Seller's standard overtime rates for any warranty work performed outside the normal business hours of M-F, 8-5. Seller shall not be required to perform any warranty work if Buyer's account with Seller becomes past due.

**EQUIPMENT WARRANTIES.** Seller will use its best effort to obtain applicable warranties from all equipment manufacturers for equipment provided by Seller to the Buyer and will transfer all such warranties directly to Buyer. Buyer acknowledges that Seller is supplying such equipment without warranty, either implied or expressed.

**NO SOLICITATION OR HIRING.** Buyer shall not solicit for employment any person employed by Seller, for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to three times the employee's annualized salary.

**ATTORNEY'S FEES.** If there is any action or legal proceeding of any kind to enforce or interpret any provision of this Agreement, the unsuccessful party to such proceeding or action shall pay the prevailing party all costs and expenses including reasonable attorney's fees and costs incurred by such prevailing party, whether or not such action or legal proceeding proceeds to a judgment.

**INDEMNITY.** Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller.

**THIRD-PARTY BENEFICIARIES.** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Seller's services and materials are being supplied solely for Buyer's benefit, and no party or entity shall have any claim against Seller because of this Agreement or the performance or nonperformance of the services and materials supplied under this Agreement.

**INDEPENDENT CONTRACTORS.** Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

**ENTIRE AGREEMENT.** This Agreement represents the entire and integrated contract between Buyer and Seller and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Buyer and Seller.

**CHOICE OF LAW/VENUE.** California law shall govern the terms of this Agreement. In any dispute over this Agreement, the venue will be Fresno County, California.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.